

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: April 19, 1999

ORIGINAL

Arizona Tariff No. 2
Original Title Page

Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

Resale Interexchange Common Carrier Service Tariff

This tariff, filed with Arizona Corporation Commission, contains the rates, terms, and conditions applicable to competitive Interexchange telecommunications services provided by NOS Communications, Inc., d/b/a International Plus ("International Plus" or "Company") within the State of Arizona.

All services offered pursuant to this tariff are offered under a corporate d/b/a, International Plus, and/or brand names, that is, "International Plus."

This tariff is on file with the ACC where copies may be inspected during normal business hours.

Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

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Effective: December 14, 2000

Intrastate Competitive Telecommunications Service Tariff

CHECK SHEET

Sheets 1 through 113, inclusive of this tariff are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the top of this sheet.

<u>SHEET</u>	<u>REVISIONLEVEL</u>	<u>REVISION LEVEL</u>	<u>REVISION LEVEL</u>
Title Sheet	Original	16.7 First Revised	34.14 First Revised*
1	Twentieth Revised*	17 Second Revised	34.15 First Revised*
1.1	Thirteenth Revised	18 Original	35 Fifth Revised*
2	Fifth Revised*	18.1 Original	36 Third Revised*
3	Original	18.2 Fifth Revised	37 Fifth Revised*
4	Original	19 Original	37.1 Fifth Revised*
5	Original	20 Original	38 First Revised*
6	Original	21 Original	39 First Revised*
7	Original	22 Original	40 First Revised*
8	Original	23 Original	41 First Revised*
9	Original	24 Original	42 First Revised*
10	Original	25 Original	42.1 Second Revised*
11	Original	26 Original	42.2 Original*
12	Original	27 Original	43 Original
13	Original	28 Original	44 Original
14	Original	29 Original	45 First Revised
14.1	Original	29.1 Original	45.1 First Revised
14.2	Original	30 Original	45.1.1 Original
14.3	Original	31 Original	45.1.2 Original
14.4	Original	31.1 Original	45.2 Original
14.5	Original	32 Original	45.3 First Revised
14.6	Original	33 Original	45.4 Original
14.7	Original	33.1 Sixth Revised	45.5 Original
14.8	Original	33.2 Second Revised	45.6 Original
14.9	Original	33.3 Fifth Revised	45.7 Original
15	First Revised	33.4 Second Revised	45.8 Original
15.1	First Revised	34 Third Revised*	45.9 Original
16	First Revised	34.1 Second Revised*	45.10 First Revised
16.1	First Revised	34.1.1 Original*	45.11 Original
16.1.1	Original	34.1.2 Original*	45.12 Original
16.1.2	Original	34.1.3 Original*	45.13 Original
16.1.3	Original	34.2 First Revised*	45.14 First Revised
16.1.4	Original	34.3 First Revised*	45.15 First Revised
16.1.5	Original	34.4 First Revised*	45.15.1 First Revised
16.1.6	Original	34.5 Second Revised*	45.15.2 First Revised
16.1.7	Original	34.6 First Revised*	45.16 First Revised
16.1.8	Original	34.1 First Revised*	45.17 First Revised
16.1.9	Original	34.7.1 First Revised*	45.18 Original
16.1.10	Original	34.7.2 First Revised*	45.19 Second Revised
16.1.11	Original	34.8 Second Revised*	45.20 Original
16.2	First Revised	34.9 Second Revised*	45.21 Original
16.3	First Revised	34.10 Second Revised*	46 Original
16.4	First Revised	34.11 Second Revised*	47 Original
16.5	First Revised	34.12 First Revised*	47.1 Third Revised
16.6	First Revised	34.13 First Revised*	47.1.1 First Revised
			47.1.2 Original
			47.1.3 First Revised
			47.1.4 Original
			47.1.5 Original

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CHECK SHEET (Cont'd)

SHEET REVISION LEVEL

48 First Revised
49 First Revised
50 First Revised
51 First Revised
52 Original
53 Second Revised
54 Original
55 First Revised
56 Second Revised
57 Second Revised
58 Original
59 Original
60 Original
61 Original
62 Original
63 Original
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65.1 First Revised
65.2 First Revised
65.3 Original
65.4 Original
65.5 Original
65.6 Original
65.7 First Revised
65.8 First Revised
65.9 Original
65.10 Original
65.11 Original
65.12 Original
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67 Original
68 Original
69 Second Revised
70 Original
71 First Revised
72 First Revised
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SHEET REVISION LEVEL

84 Original
84.1 Original
84.2 Original
84.3 Original
84.4 Original
84.5 First Revised
84.6 First Revised
85 Third Revised
86 Original
87 Original
88 First Revised
89 First Revised
90 First Revised
91 First Revised
92 First Revised
93 Second Revised
94 Second Revised
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99 First Revised
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101 First Revised
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103 First Revised
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NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 43 80 Boulder Highway
Las Vegas, NV 89121
Issued: January 2, 1998

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Effective: October 24, 1999

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

C-Changed regulation.

D-Delete of discontinue.

I-Change resulting in an increase to a Customer's bill.

M-Moved from another tariff location.

N-New.

R-Change resulting in a reduction to a Customer's bill.

T-Change in text or regulation.

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Effective: October 24, 1999

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the APSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).I.
- D. Check Sheets - When a tariff filing is made with the APSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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Intrastate Competitive Telecommunications Service Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACC - Arizona Corporation Commission

Access Line - An arrangement which connects the Customer's telephone to the Company's designated switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

Bill Second - One sixtieth of a minute.

(N)

Business Day - 9:00 a.m. to 4:00 p.m. Monday through Friday.

Call Duration Charges - Company's charges for the time duration of a call determined by adding the charges tariffed for Minimum and Incremental Call Units only, excluding charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below). The total of Minimum and Incremental Call Units equal total call duration (time).

(N)

|

(N)

Call Unit (CU) - The basic unit by which calls are rated based on a uniform mathematical factor of 6, that is, for purposes of calculating call charges for recovery of Company's transport and non-transport costs, a call unit is uniform at 6 subject to minimum values at 18, 30, and 60 as specified in this tariff. There are four types of call units - Minimum (MCU), Incremental (ICU), Equivalent (ECU), and Total (TCU), as defined herein.

(C)

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(C)

Cents Per Minute (CPM) - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s) in any rate plan and/or promotion which excludes, exempts, or waives charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below).

(N)

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(N)

Cents Per Minute of Usage ("CPMU") - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s) whenever a rate plan or promotion also includes non-transport (non-usage) charges (see Equivalent Call Unit definition below).

(C)

|

(C)

Customer or End User - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier - QuantumLink Communications unless otherwise clearly indicated by the context.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

- Equal Access** - Where the local exchange Company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carriers. (M)
|
(M)
- Equivalent Call Unit (ECU)** - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the non-transport (non-usage) costs incurred by Carrier in providing service. (M,C)
|
(M,C)
- Equivalent Call Unit Value** - An Equivalent Call Unit's "value" is equal to the tariffed charge in dollars and/or cents or decimal fractions thereof as set forth in this tariff. (N)
(N)
- Incremental Call Unit (ICU)** - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the incremental duration of a call and measured in 6, 30, 60, or other increments of Bill Seconds as specified herein. (M,C)
| |
| |
(M,C)
- LEC** - Local Exchange Carrier. (M)
- Minimum Call Unit (MCU)** - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the initial or minimum duration of a call and measured in 6, 15, 18, 30, 60, or other increments of Bill Seconds as specified herein. (C)
|
(C)
- Minimum Period** - The minimum period of time for which charges are incurred or to which billing time is rounded to meet the minimum billing period provided in this tariff.
- Non-Business Day** - 4:01 pm to 8:59 am Monday through Friday and all day Saturday and Sunday.
- Non-Transport Costs** - Company's costs incurred to render service other than the underlying transport of a call and synonymous with "non-usage." (N)
(N)
- Special Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.
- Switched Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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SECTION 1 • TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Total Call Units (TCU) • The total number of applicable Call Units (Minimum, Incremental, Equivalent) billed in whole numbers and fractionally in tenths (e.g., .3, 1.2, and so forth), used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing services pursuant to this tariff.

(M,C)
| |
| |
(M,C)

Transport Costs • Company's costs incurred to transport a call from the time of connection to disconnections, and synonymous with the terms "usage" and "duration."

(N)
(N)

Usage Increments • Increments of use measured in Bill Seconds (up to a maximum of 1200 Bill Seconds) as specified in this tariff by which the Equivalent Call Units applicable to a completed call are determined as applied.

(M,C)
|
(M,C)

V & H Coordinates • Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

(M)
|
(M)

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Intrastate Competitive Telecommunications Service Tariff

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

Company's services and facilities are furnished for communications originating at specified points within the State of Arizona under the terms of this tariff.

Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are ~~avaialbe~~ twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered in Equal Access areas only.

2.2.2 Service is offered subject to the avialability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.3 Company reserves the right to discontinue or limit service when necessitated by conditions beyond ~~itss~~ control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations (Cont'd)

2.2.4 The Company does not undertake to transmit messages, but offers the use of facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 Company's liability for damages arising out of any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.

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Effective: October 24, 1999

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Deposits

The Company does not collect deposits from Customers.

2.6 Advance Payments

For Customers whom the Company determines an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.7 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in **Customer-**provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as **otherwise** provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical, power, and the like, incurred in the use of the Company's services. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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Effective: October 24, 1999

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SECTION 2 • RULES AND REGULATIONS (Cont'd)

2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Company. All charges due to the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be subject to the rules of regulatory agencies, such as the Arizona Corporation Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11 Cancellation by Customer

Customer may cancel service by providing 5 days written or verbal notice to the Company.

2.12 Service furnished by Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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Effective: October 24, 1999

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SECTION 2 • RULES AND REGULATIONS (Cont'd)

2.13 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the Customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (d) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- (e) For non-payment of bills for telephone service.
- (f) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (g) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Refusal or Discontinuance by Company (Cont'd)

- (i) For failure of the Customer to make proper application for service.
- (j) For Customer's breach of the contract for service between the Company and the Customer.
- (k) When necessary for the Company to comply with any order or request of any governmental authority having **jurisdiction**.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.15 Interruption of Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not **withing** his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by **Customer-**provided automatic dialing equipment or access-code programmed **PBXs** are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 2 . RULES AND REGULATIONS (Cont'd)

- 2.16 Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall, at the Company's **descretion**, be prosecuted in the state or federal courts in the state in which the Company maintains its principal offices or in which it administers its legal/regulatory affairs. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non **conveniensi**, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the court.

ADMINISTRATIVELY
APPROVED FOR **FILING**

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: April 26, 1999

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Original Page 14.1

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17 Year 2000 Compliance

Company shall not be liable to any Customer, Authorized User or third party under any law or regulation or any theory of liability, including indemnity, based on claims or because of Company's or its underlying carrier's failure or neglect to have and maintain a system, systems, a network, networks, equipment, **facilities** or services that are Year 2000 compliant. As the Year 2000 approaches, date information associated with any interfaces between the Company and Customer and/or its Authorized User shall be considered to remain as it is. Any changes in the interfaces, interface format or formats associated with date information shall be processed and worked by Company's **Y2K Compliance** Division and no change of any nature may be made, used or implemented unless and until approved by Company's **Y2K Compliance** Division and tested successfully for **Y2K** compliance. Customer's service may be delayed, canceled, temporarily or permanently discontinued or terminated without liability in the event Company determines that harm to its network, equipment, facilities or services may be caused by a Customer's not having provided proof of its compliance with the **Y2K** phenomenon.

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NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: April 26, 1999

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Original Page 14.2

Effective: October 24, 1999

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 General Customer Eligibility Requirements

Company offers service to all persons and/or entities which **need** the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will not be described and prescribed in the sections of this tariff **applicable** to each service offering based on specific eligibility requirements in addition to those following.

2.18.1 Non-Payment of Charges

At any time within the two years prior to ordering service from Company.
Customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.

2.18.2 Timely Payment of Charges

At any time within twelve (12) months prior to ordering service from Company,
Customer may not have had any history of late payment charges for services provided by another telecommunications service provider.

2.18.3 No History of Delinquencies

Presently, or at any time during a previous service period with Company or any commonly-owned telecommunication service provider, Customer may not have had or have any delinquencies in payment of applicable charges.

2.18.4 Creditworthiness

Prior to and at all times during service terms, customer must have and maintain credit worthiness determined to be satisfactory to Company in its sole absolute discretion.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with Section 2.2.3, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without **liability** of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

2.19.1 Definitions

A service or services are considered "canceled" when the Company determines not to provisions a service prior to commencement of that service.

A service or services are considered to be "temporarily discontinued" when Company determines to suspend service or services for a period of time during which the **causes** underlying the suspension of service are investigated to determine whether a service or services may be reinstituted consistent with this tariff and/or applicable law and/or regulation. Temporarily **discontinueances** may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstituted **according** to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is not longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service on a cost effective or operationally practical basis or both.

SECTION 2 ■ RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.2 Cancellation

- 2.19.2.1** A specific service or any combination of multiple services may be canceled without prior notice of **anykind**, if Company determines the Customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- 2.19.2.2** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer has a history or late payments, payment delinquencies, a poor credit rating, or a **history** of disputed billings with Company or other telecommunications service providers. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- 2.19.2.3** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of Customer. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

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Tariff Office, 4380 Boulder Highway
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Issued: April 26, 1999

ORIGINAL

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Original Page 14.5

Effective: October 24, 1999
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SECTION 2 • RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.3 Temporary Discontinuance

2.19.3.1 A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another privacy. Company will provide reasonable advance notice, not to exceed ten calendar days, of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff, or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.

2.19.3.2 A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that a Customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500. and customer, having been notified of its unexpected level of usage, and requested to provide security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company, in Company's sole discretion, subject to compliance with state law and regulation, an advance payment as duly tariffed herein, in any case, such advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

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Effective: October 24, 1999
Intrastate **Competitive** Telecommunications Service Tariff

SECTION 2 • RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.3 Temporary Discontinuance (Cont'd)

2.19.3.3 **A specific** service or any combination of multiple service smay be temporarily discontinued without prior notice if Company determines that Customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing Customer's acknowledgment and agreement to the tarified charges applicable to customer's service or services and provide Company, in Company's sole discretion, subject to **compliance** with state law and regulation, with an advance payment as duly tarified herein.

2.19.3.4 A specific service or any combination of multiple services may be temporarily discontinued without prior notice if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that Customer has or will refuse to pay the invoiced tarified charges other than the legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include •

- A. Disputes arising from Company's billing and collection of government imposed surcharges, fees assessments, taxes or **other similar charges for which Company is not the** originator;
- B. Disputes arising from Company's bill presentation format;
- C. Disputes arising from Company's rate structure;
- D. Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or
- E. Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.4 Permanent Discontinuance

A specific service or any combination of multiple services may be permanently discontinued if Comapny is unable to determine the applicable period of temporary discontinuance as provided for in Section 2.19.3.4, preceding, that the service or services may be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff; or causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstitution of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.

ADMINISTRATIVELY
APPROVED FOR FILING

Las Vegas, NV 89121
Issued: April 26, 1999

Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.5 Termination

A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customer for cause. For purposes of this section, "cause" is defined as follows:

- 2.19.5.1 The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.
- 2.19.5.2 The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.
- 2.19.5.3 The offering of the service or services is no longer warranted because applicable laws, regulations, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable, or operationally impracticable.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.6 Service Term Commitments

- A. **Termination Charges - Discontinuance Before Expiration.** Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
- B. **90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
- C. **6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

ORIGINAL

Effective: January 21, 2003

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.6 Service Term Commitments (Cont'd)

- D. 1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.
- E. Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.20 Collections

- 2.20.1 In the event Company incurs fees or expenses, including attorneys' fees, to collect or to attempt to collect, any charges owed Company by Customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorneys' fees, incurred to collect or to attempt to collect its charges.
- 2.20.2 In accordance ~~with~~the "filed tariff doctrine," as established by judicial and regulatory ~~decisions~~ and precedents, customer shall pay all charges due and owing irrespective of any claims fo loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company. Customer's duty to pay can only be delayed or deferred by the initiation of a valid billing dispute by the customer.

ADMINISTRATIVELY
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ORIGINAL

Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General Description of Services

Company's intrastate toll services include switched and dedicated outbound and inbound services or specified combinations thereof and include calling card service as specified. No minimum monthly usage and no installation charges apply. Company's services are offered only in conjunction with its interstate services as tariffed before the Federal Communications Commission and are offered on an intrastate basis subject to the provisions of Section 3.2, 3.3 and 3.4, following, as applicable. Company offers flat service as "All Time Period" or "ATP" service and peak/off-peak service as its "Time Period" or "TP" service. Discounted rates are available based on volume and term commitments. All service is provided via standard business or residential access lines, with dedicated line services offered to businesses and other customers whose volume of service requires dedicated facilities. Services originate from equal access areas only unless otherwise specified in this tariff. Directory assistance is available.

3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- 3.2.2 Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 Charges for calls are based on usage of the Carrier's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.
- 3.2.4 Charges for a call are determined by adding all applicable Call Units as defined in this tariff - Minimum/Initial, Incremental, and Equivalent and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.
- 3.2.5 Carrier adds one or more ECUs in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a call according to a non-discriminatory algorithm applied to all customer as provided for following.

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: April 26, 1999

ORIGINAL

Arizona Tariff No. 2
Original Page 15.1

Effective: October 22 1999

Intrastate Competitive Telecommunications Service Tariff

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Timing of Calls (Cont'd)

3.2.5.1 Usage increments expressed in seconds for calls not in excess of 1200 total seconds determine applicable Equivalent Call Unit charges not to exceed a maximum of 205 ECUs:

Usage Increments (Seconds)	Applicable ECU (s)	Usage Increments (Seconds)	Applicable ECU (s)	Usage Increments (Seconds)	Applicable ECU (s)
1-3	0	276-281	51	606-611	106
4-5	1			612-617	107
6-7	2	282-287	52	618-623	108
a-9	3	288-293	53	624-629	109
10-11	4	294-299	54	630-635	110
12-13	5	300-305	55	636-641	111
14-15	6	306-311	56	642-647	112
16-17	7	312-317	57	654-659	114
18-22	a	318-323	58	660-665	115
23-26	9	324-329	59	666-671	116
27-30	10	330-335	60	672-677	117
31-35	11	336-341	61	678-683	118
36-44	12	342-347	62	690-695	120
45-53	13	348-353	63	696-701	121
54-59	14	354-360	64	702-707	122
60-65	15	361-365	65	708-713	123
66-71	16	366-371	66	714-719	124
72-77	17	372-377	67	720-725	125
78-83	1a	378-383	68	684-689	119
84-89	19	384-389	69	726-731	126
90-95	20	390-395	70	732-737	127
96-101	21	396-401	71	738-743	128
102-107	22	402-407	72	744-749	129
108-113	23	408-413	73	750-755	130
114-119	24	414-419	74	756-761	131
120-125	25	420-425	75	762-767	132
126-131	26	426-431	76	760-773	133
132-137	27	432-437	77	774-779	134
138-143	28	438-443	78	780-785	135
144-149	2	444-449	79	786-791	136
150-155	30	450-455	80	792-797	137
156-161	31	456-461	81		
162-167	32	462-467	a2	798-803	138
168-173	33	468-473	03	804-809	139
174-179	34	474-479	04	810-815	140
180-185	35	480-485	05	816-821	141
186-191	36	486-491	a6	822-827	142
192-197	37	492-497	a7	828-833	143
198-203	38	498-503	88	834-839	144
204-209	39	504-509	89	840-845	145
210-215	40	510-515	90	846-851	146
216-221	41	516-521	91	852-857	147
222-227	42	522-527	92	858-863	148
228-233	43	528-533	93	864-869	149
234-239	44	534-539	94	870-875	150
240-245	45	540-545	95	876-881	151
246-251	46	546-551	96	882-887	152
252-257	47	552-557	97	888-893	153
258-263	48	558-563	98	894-899	154
264-269	49	564-569	99	900-905	155
270-275	50	570-575	100	906-911	156
		576-581	101	912-917	157
		582-587	102	918-923	158
		588-593	103	924-929	159
		594-599	104	930-935	160
		600-605	105	936-941	161
				942-947	162

ORIGINAL

Effective: October 24, 1999

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Timing of Calls (Cont'd)

3.2.5.1 (Cont'd)

Increments	<u>Applicable (Seconds)</u> <u>ECU (s)</u>
948-953	163
954-959	164
960-965	165
966-971	166
972-977	167
978-983	168
984-989	169
990-995	170
996-1001	171
1002-1007	172
1008-1013	173
1014-1019	174
1020-1025	175
1026-1031	176
1032-1037	177
1038-1043	178
1044-1049	179
1050-1055	180
1056-1061	181
1062-1067	182
1068-1073	183
1074-1079	184
1080-1085	185
1086-1091	186
1092-1097	187
1098-1103	188
1104-1109	189
1110-1115	190
1116-1121	191
1122-1127	192
1128-1133	193
1134-1139	194
1140-1145	195
1146-1151	196
1152-1157	197
1158-1163	198
1164-1169	199
1170-1175	200
1176-1181	201
1182-1187	202
1188-1193	203
1194-1199	204
1200+	205

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Effective: October 24, 1999

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Timing of Calls (Cont'd)

3.2.6 Non-usage (equivalent call unit) charges do not apply to Customer lines dedicated to fax/modem usage.

3.2.7 When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a billing increment is split between two rate periods the rate in effect at the start of the billing increment applies.

Effective: October 24, 1999

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.3 Calculation of Distance

Usage charges for all mileage sensitive products or services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call. At present, Carrier does not offer mileage sensitive products or services.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by AT&T in its Tariff No. 10 as filed with the FCC in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the customer's switch and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

ORIGINAL

Effective: October 24, 1999

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SECTION 3 • DESCRIPTION OF SERVICE (Cont'd)

3.4 Telecompetitive Service Offerings ("TSOs")

From time to time, Carrier shall tariff rates or select tariffed rates, the purpose of and/or design for which is to retain Carrier's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of the customer. Carrier either shall require customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a customer's right to obtain a TSO.

3.4.1 TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.

3.4.2 A customer or potential customer which is similarly situated may request service under a new or previously tariffed TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.

3.4.3 An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.

3.4.4 TSOs are available for all rates published in this Tariff.

3.4.5 Whenever a customer's competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Section 4, following.

3.5 Benchmark Rates

Certain rates set forth in Section 4 of this tariff are "benchmarked," that is, keyed to a customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate pursuant to Section 3.4 preceding.

Effective: October 24, 1999

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Freedom Plan for Business Users

(T)

Subject to Section 5.1 following, Carrier offers services under this tariff based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Super U Rate Plan contains Carrier's lowest offered rates and Rate Category VII for the Classic Q Rate Plan contains Carrier's top rates.

(T)

Table 1

Rate Plan	Rate Category
Classic Q	VII
Classic 2	VI
Classic 1	V
Classic U/Universal	IV
Prime 2	III
I Prime 1	II
Super U	I

3.6.1 Any customer in service on or after July 3, 1999 whose rates have not changed during the three service periods prior to July 3, 1999 shall have its rates adjusted to the next higher applicable Rate Category.

ADMINISTRATIVELY
APPROVED FOR FILING

Effective: October 24, 1999

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SECTION 4 - RATES

4.1 Rating Periods

4.1.1 Peak/Business Day; Off-Peak/Non Business Day Rate Periods

The appropriate rates apply for peak/business day and off-peak/non-business day calls based on the following time periods.

Business Day/Peak: 9:00 a.m. to 4:00 p.m., Monday through Friday

Non Business Day/Off Peak: 4:01 p.m. to 8:59 a.m., Monday through Friday,
Saturday and Sunday

4.1.2 Time of Day

The appropriate rates apply for day, evening and night/weekend calls based on the following chart. At present, Carrier does not offer services based on the traditional day, evening, night time of day rating periods.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
9:00 am to 4:00 pm	Daytime Period						
4:01 pm to 11:00 pm	Evening Period						Eve.
11:01 pm to 8:59 am	Night/Weekend Period						

ADMINISTRATIVELY

APPROVED FOR FILING

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 8912 1
Issued: January 2, 1998

ORIGINAL

Arizona Tariff No. 2
Original Page 20

Effective: October 24, 1999

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SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules

ADMINISTRATIVELY
APPROVED FOR FILING

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: January 2, 1998

ORIGINAL

Arizona Tariff No. 2
Original Page 1

Effective: October 24, 1999

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SECTION 4 • RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

ADMINISTRATIVELY
APPROVED FOR FILING

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: January 2, 1998

ORIGINAL

Arizona Tariff No. 2
Original Page 22

Effective: October 24, 1999

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SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

ADMINISTRATIVELY
APPROVED FOR FILING

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: January 2, 1998

ORIGINAL

Arizona Tariff No. 2
Original Page 23

Effective: October 24, 1999

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4.2 Rate Schedules (Cont'd)

ADMINISTRATIVELY
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NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: January 2, 1998

Arizona Tariff No. 2
Original Page 24

ORIGINAL

Effective: October 24, 1999

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4.2 Rate Schedules (Cont'd)

ADMINISTRATIVELY
APPROVED FOR FILING

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: January 2, 1998

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Original Page 25

ORIGINAL

Effective: October 24, 1999

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4.2 Rate Schedules (Cont'd)

ADMINISTRATIVELY
APPROVED FOR FILING

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: January 2, 1998

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Original Page 26

ORIGINAL

Effective: October 24, 1999

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4.2 Rate Schedules (Cont'd)

ADMINISTRATIVELY
APPROVED FOR FILING

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: January 2, 1998

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ORIGINAL

Effective: October 24, 1999

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4.2 Rate Schedules (Cont'd)

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NOS Communications, Inc.

d/b/a International Plus

Tariff Office, 4380 Boulder Highway

Las Vegas, NV 89121

Issued: January 2, 1998

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Effective: October 24, 1999

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4.2 Rate Schedules (Cont'd)

ADMINISTRATIVELY
APPROVED FOR FILING

Effective: October 24, 1999

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SECTION 4 - RATES (Cont'd)

4.2 ATP Switched Services and Rates

4.2.1 Standard ATP Rate Plan

The Company's Standard ATP Rate Plan offers switched outbound service to residential and business Subscribers. No minimum monthly usage is required. No installation charges apply. Rates are uniform in all time periods (ATP).

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
	0.080861	0.02695
Maximum Rate	0.80861	0.2695

4.2.2 Standard Outbound/Inbound ATP Rate Plan

The Company's Standard Outbound/Inbound ATP Rate Plan offers switched outbound and/or switched inbound services with uniform rates during all time periods. No minimum monthly usage is required. Calls originate from Customer provided standard business or residential switched access lines.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
	0.072501	0.024167
Maximum Rate	0.72501	0.24167

ADMINISTRATIVELY
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ORIGINAL

Effective: October 24, 1999

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SECTION 4 - RATES (Cont'd)

4.2 ATP Switched Services and Rates

4.2.3 Standard Enhanced ATP Rate Plan

The Company's Standard Enhanced ATP Rate Plan offers switched outbound and/or inbound service, including calling card service, at rates that are uniform during all time periods.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
	0.05577	0.01859
Maximum Rate	0.5577	0.1859

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 4 • RATES (Cont'd)

4.2 ATP Switched Services and Rates (Cont'd)

4.2.4 Standard Enhanced ATP Rate Plan

The Company's Standard Enhanced ATP Rate Plan offers switched outbound services, including calling card service. Rates are based on the time of day in which the call is placed.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Peak	0.07656	0.02552
Off-Peak	0.06864	0.02288
Maximum Rate	0.7656	0.2288

4.2.5 Volmax 250 ATP Rate Plan

The Company's Standard ATP Rate Plan offers switched outbound service to residential and business subscribers. A minimum monthly usage in excess of \$250.00 is required.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
	0.0561	0.0187
Maximum Rate	0.561	0.187

4.2.6 Volmax 300 Outbound ATP Rate Plan

The Company's Volmax 300 ATP Rate Plan offer switched outbound services at rates that are uniform during all time periods.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
	0.0187	0.0187
Maximum Rate	0.187	0.187

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 4 - RATES (Cont'd)

4.2 ATP Switched Services and Rates (Cont'd)

4.2.7 Volmax 250 Outbound/Inbound ATP Rate Plan

The Company's Volmax 250 ATP Rate Plan offers switched outbound and/or inbound services with uniform rates during all time periods for customers with monthly usage in excess of \$250.00.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Maximum Rate	0.04719 0.4719	0.01573 0.1573

4.3 Switched TP Services

4.3.1 Standard TP Rate Plan

The Company's Standard TP Rate Plan offers switched outbound service to residential and business subscribers. Rates are based on the time of day in which the call is placed.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Business Day/ Peak	0.1056	0.0264
Non Business Day/Off-Peak	0.08448	0.02112
Maximum Rate	1.00	0.264

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 4 • RATES (Cont'd)

4.3 Switched TP Services (Cont'd)

4.3.2 Standard Enhanced TP Rate Plan

The Company's Standard Enhanced TP Rate Plan offers switched outbound and/or inbound services, including calling card service. Rates are based on time of day in which the call is placed.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Business Day/Peak	0.07656	0.02552
Non-Business Day/Off-Peak	0.06864	0.02288
Maximum Rate	0.7656	0.2552

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APPROVED FOR FILING

Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 4 - RATES (Cont'd)

4.3 Switched TP Services (Cont'd)

4.3.3 Volmax 250 Inbound TP Rate Plan

The Company's Volmax 250 Inbound TP Rate Plan offers switched inbound calling. Rates are based on the time of day in which the call is placed. Minimum monthly usage in excess of \$250.00 is required.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Business Day/Peak	0.02552	0.02552
Non-Business Day/Off-Peak	0.02288	0.02288
Maximum Rate	0.2552	0.2552

4.4 Dedicated ATP Services

4.4.1 Dedicated Outbound/Inbound ATP Rate Service

The Company's Third Tier Dedicated ATP Rate Service offers dedicated outbound and/or dedicated inbound services to customers reselling or rebilling services to end user.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
	0.02673	0.00891
Maximum Rate	0.2673	0.089 1

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 4 ■ RATES (Cont'd)

4.5 Dedicated TP Services

4.5.1 Dedicated Outbound TP Rate

The Company's Dedicated Outbound TP Rate Plan offers dedicated outbound services at rates that are based on the time of day in which the call is placed.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Business Day/Peak	0.07656	0.02552
Non-Business Day/Off-Peak	0.06864	0.02288
Maximum Rate	0.7656	0.2552

4.5.2 Dedicated Inbound TP Rate

The Company's Dedicated Inbound TP Rate Plan offers dedicated inbound services at rates that are based on the time of day in which the call is placed.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Business Day/Peak	0.0891	0.0198
Non-Business Day/Off-Peak	0.06688	0.01485
Maximum Rate	0.891	0.198

4.6 Directory Assistance

Per call charge \$0.95

4.7 Miscellaneous Charges

A surcharge applies to all calls originated at payphones using a service access code.

Per call charge \$0.35

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 4 - RATES (Cont'd)

4.8 Subject to Section 5.1 following, the following Freedom Plan for Business Users Rate Plans, the Classic, Prime, and Super Rate Plans are offered. The provisions of Section 3.6 apply. (N)
(N)

4.9 Classic Q Rate Plan (T)

The following rate is available to all Customers qualifying for application of the rate cap under the Company's "Welcome Customer Rate Cap Program" under Company's Tariff F.C.C. No. 4, Section 4.19, effective April 2, 1998, and to those Customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (T)

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
\$0.0507	\$0.0169	\$0.030

4.10 Classic 2 Rate Plan (T)

Classic 2 rates are provided to Customers whose minimum monthly intrastate usage is between \$20.00 and \$29.99 at the following rates: (T)

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
\$0.0447	\$0.0149	\$0.030

4.11 Classic 1 Rate Plan (T)

Classic 1 rates are provided to Customers whose minimum monthly intrastate usage is between \$30.00 and \$39.99 at the following rates: (T)

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
\$0.0417	\$0.0139	\$0.030

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 4 - RATES (Cont'd)

4.12 Classic U/Universal Rate Plan (T)

Classic U/Universal rates are provided to Customers whose minimum monthly intrastate usage is between \$40.00 and \$49.99 at the following rates: (T)

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
\$0.0387	\$0.0129	\$0.030

4.13 Prime 2 Rate Plan (T)

Prime 2 rates are provided to Customers whose minimum monthly intrastate usage is between \$50.00 and \$59.99 at the following rates: (T)

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
\$0.0357	\$0.0119	\$0.030

4.14 Prime 1 Rate Plan (T)

Prime 1 rates are provided to Customers whose minimum monthly intrastate usage is between \$60.00 and \$69.99 at the following rates: (T)

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
\$0.0327	\$0.0109	\$0.030

4.15 Super U Rate Plan (T)

Super U rates are provided to Customers whose minimum monthly intrastate usage is over \$70.00 at the following rates: (T)

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
\$0.0297	\$0.0099	\$0.030

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NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: September 15, 1999

Arizona Tariff No. 2
Original Page 33.3

ORIGINAL

Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

Material Appearing On This Page Formerly Appeared On Original Page 33.2.

SECTION 4 - RATES (Cont'd)

4.16 Rates for Calling Cards

Rates for calling card calls which are not associated with other services are time of day sensitive.

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0696	\$0.0232	\$0.030
Off-Peak/Non Business Day	\$0.0624	\$0.0208	\$0.027

4.17 Calling Card "Bong" Charge

A \$0.50 per call charge applies to each call initiated using calling card access.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS (T)

5.1 Freedom Plan for Business Users.

Any business Customer meeting the eligibility requirements set forth following is eligible for the Freedom Plan for Business Users. The Freedom Plan for Business Users applies only to calls that originate and terminate within Arizona during Business Day hours. The following services are eligible for the Freedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888/877), and Internet Access. The Freedom Plan for Business Users does not apply to calling card calls.

5.1.1 Under the Freedom Plan for Business Users, the Company will waive the ECU rate component for the first and second periods of service within the regular billing cycle for each Customer eligible for and selecting the Freedom Plan for Business Users. Company's standard tariff rates apply at the expiration of this introductory period.

5.1.2 To be eligible for the Freedom Plan for Business Users, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 month period preceding customer's service commencement date with Company, and must have originated and terminated usage within the state of Arizona within the 30 day period preceding customer's service commencement date with Company.

5.1.3 Call Unit Rate Guarantee. Beginning with the effective date of this tariff, and as further defined in Section 5.1.4, following, the call unit rates under this tariff for customers using Company's Freedom Plan for Business Users are guaranteed for the same number of invoices as guaranteed for that Customer's interstate rates under Company's Tariff F.C.C. Tariff No. 4. (N)

5.1.4 Companion Federal Rate Guarantee. For a Customer who maintains eligibility for and receives service under the Freedom Plan for Business Users the call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices (6 invoices for any Customer who qualifies for Company's lowest interstate usage rate), as the number of invoices guaranteed under Company's Freedom Plan for Business Users for interstate calls as provided in Company's Tariff F.C.C. No. 4. I

5.1.5 Terms and Conditions. Each term and condition of this Section 5 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein. (N)

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Effective: December 14, 2000

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Intrastate Competitive Telecommunications Service Tariff

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)

(T)

(T)

5.2 20% Credit Every 6 Months

(N)

Company will offer the following to new business customers and existing business customers who qualify as a "save" or "winback" customer:

- To receive the benefits, eligible customers must call a Company Customer Care Representative.
- Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial "1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.
- Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.
- Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.

(N)

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ORIGINAL

Effective: January 21, 2003

Intrastate Competitive Telecommunications Service Tariff

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)

5.2 20% Credit Every 6 Months

(M)

Company will offer the following to new business customers and existing business customers who qualify as a "save" or "winback" customer:

- X To receive the benefits, eligible customers must call a Company Customer Care Representative.
- X Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial "1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.
- X Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.
- X Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater

(M)

5.3 ID Plus Service (ID Plus)

Subject to the terms and conditions set forth in this Section 5.3, ID Plus service is available to residential customers in designated geographic locations based on available network facilities as specified herein. ID Plus is available only as a component part of Company's ID Plus offering of its companion ID Plus offerings of international (Tariff F.C.C. No. 3) and interstate (Tariff F.C.C. No. 4) services.

5.3.1 General Terms. ID Plus service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

5.3.2 Rate Description. Rates are distance and time-of day insensitive. Calls are billed in full 60 second increments with an initial minimum call duration of 60 seconds. Miscellaneous charges apply as indicated in companion ID Plus offerings of international (Tariff F.C.C. No. 3) and interstate (Tariff F.C.C. No. 4) services. Per call non-usage charges, i.e., non-transport charges or equivalent call units, do not apply to ID Plus calls.

5.3.3 Usage Sensitive Charges. ID Plus service calls are rated pursuant to the per minute of usage charges following.

5.3.3.1 For 1+ (including facsimile) and toll free access calls, the rates are:

CPM
\$0.139

5.3.3.2 For calling card calls, the rates are:

CPM
\$0.252

****Certain material appearing on this page formerly appeared on Original Page 34.1****

ADMINISTRATIVELY
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Effective: December 3, 2000

Intrastate Competitive Telecommunications Service Tariff

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SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)

5.3 ID Plus Service (ID Plus) (Cont'd)

5.3.4 Rate Guarantee. A new Customer's cents per minute rates for Company's ID Plus Service as tariffed herein will not be subject to any increase for that Customer's first six (6) invoices.

5.3.5 Service Territories.

5.3.5.1 1+ (including facsimile) and Toll Free Access. ID Plus service for Arizona interLATA and intraLATA 1+ and toll free access calling is limited to the following designated service territories based on the availability of and access to Company's network facilities.

Service Territory • All Central Office locations in Arizona served with equal access by Qwest.

5.3.5.2 Calling Card ID Plus. ID Plus service for Arizona interLATA and intraLATA calling card is limited to the following designated service territories based on the availability of and access to Company's network facilities.

Service Territory • All Company Points of Presence in Arizona served via equal access.

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Effective: December 14, 2000

Intrastate Competitive Telecommunications Service Tariff

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SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)

5.3 ID Plus Service (ID Plus) (Cont'd)

5.3.6 Limitations and Disclaimers.

- 5.3.6.1 No Promotional Tie-Ins.** ID Plus service is not available to any customer whose service is being provided pursuant to one or more promotional offerings of Company, except for referral credits provided in section 6.8 of Company's F.C.C. Tariff No. 4.
- 5.3.6.2 Discontinuance.** Company may discontinue ID Plus service, and/or the Customer Referral Credit program or any term or condition affecting the availability and/or rates for ID Plus service or Customer Referral Credit program, at any time with or without notice to customer and without liability to customer, any authorized user or third party.
- 5.3.6.3 Service Expansion.** Company may expand ID Plus service to additional service territories as network facilities become available at reasonable costs to Company; but nothing herein shall be construed to require Company expansion of ID Plus service whether or not network facilities are available at reasonable costs to Company. ID Plus service shall not be expanded to additional service territories unless and until such additional territories are designated in this tariff.

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Effective: December 14, 2000

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SECTION 5
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SERVICE OFFERINGS (Cont'd)

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5.5 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 5.5.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

5.5.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combinations of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

5.5.2 Limitations and Disclaimers

- 5.5.2.1** ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- 5.5.2.2** The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- 5.5.2.3** ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in 5.5.2.5 following.
- 5.5.2.4** Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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Effective: December 14, 2000

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PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)

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5.5 Advantage Card Service (ACS) (Cont'd)

5.5.2 Limitations and Disclaimers (Cont'd)

5.5.2.5 Subject to and in accordance with the provisions of Section 3.4 preceding and the eligibility requirements of 5.5.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required 5.5.1 preceding.

5.5.2.6 An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

5.5.3 Reinstatement

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

5.5.4 Rates

The rates set forth in Section 4.17 preceding apply to ACS service.

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PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)

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5.6 Customer Advantage Plans ("CAPs")

5.6.1 General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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SECTION 5

**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)**

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5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 5.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 5.6.2 through and including 5.6.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility, except as otherwise provided following.

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Effective: December 14, 2000

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PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)

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5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.2 Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

5.6.2.1 For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges), first, for the consecutive five month period preceding Customer's 6th invoice and second, for the consecutive eleven-month period preceding Customer's 12th invoice.

5.6.2.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
 - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
 - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 5.6.2.1, preceding.

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SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE (T)
SERVICE OFFERINGS (Cont'd) (T)

5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.4 Customer "Thanks for Taking the Time" Advantage Plan ("TTT")

5.6.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after July 7, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT- 1") service promotion.

5.6.4.1.1 Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

5.6.4.1.2 Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.232	\$0.232

5.6.4.1.3 Availability. Company's TTT- 1 service promotion is available on and after July 7, 2000 until January 7, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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Effective: December 14, 2000

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5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.4 Customer "Thanks for Taking the Time" Advantage Plan ("TTT") (Cont'd)

5.6.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan (Cont'd)

5.6.4.1.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

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SERVICE OFFERINGS (Cont'd)

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5.6 Customer Advantage Plans (Cont'd)

5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

5.6.4.2 "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan

On and after July 7, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

5.6.4.2.1 Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

5.6.4.2.2 Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value</u> <u>@ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value</u> <u>@ 60 seconds or Fraction</u>
\$0.232	\$0.232

5.6.4.2.3 Availability. Company's TTT service promotion is available on and after July 7, 2000 until January 7, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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5.6 Customer Advantage Plans (Cont'd)

5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

5.6.4.2 "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (Cont'd)

5.6.4.2.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation.

5.6.4.2.5 Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 5.6.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services.

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5.6 Customer Advantage Plans (Cont'd)

5.6.5 Customer S&W Prepaid Advantage Plan

On and after July 7, 2000, any customer which qualifies as a “save” or “winback” customer will upon so qualifying receive a Company prepaid (debit) card or cards the “saved” or “wonback” Customer’s immediately preceding full month’s (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

Customer’s Prior Month’s Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denominations
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	x 2.5	250.00 + 250.00 + 125.00

* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

5.6.5.1 Rates. The rates for calls using the Company’s S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.232	\$0.232

5.6.5.2 Availability. Company’s S&W Card service promotion is available on and after July 7, 2000 until January 7, 2001 (“sunset date”) unless sooner terminated in the sole and exclusive discretion of Company.

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SERVICE OFFERINGS (Cont'd) (T)

5.6 Customer Advantage Plans (Cont'd)

5.6.5 Customer S&W Prepaid Advantage Plan (Cont'd)

5.6.5.3 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).

5.6.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 5.6.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services. (D)

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ORIGINAL

Effective: December 14, 2000

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SERVICE OFFERINGS (Cont'd)

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5.6 Customer Advantage Plans (Cont'd)

5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

5.6.6.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges) as follows: first, for the consecutive five month period preceding Customer's 6th invoice; second, for the consecutive eight-month period preceding Customer's 9th invoice; third, for the consecutive twelve-month period preceding Customer's 13th invoice; fourth, for the consecutive eighteen-month period preceding Customer's 19th invoice; fifth, for the consecutive twenty-one-month period preceding Customer's 22nd invoice; and sixth, for the consecutive twenty-five month period preceding Customer's 26th invoice.

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ORIGINAL

Effective: December 14, 2000

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SERVICE OFFERINGS (Cont'd) (T)

5.6 Customer Advantage Plans (Cont'd)

5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

5.6.6.2 Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 5.6.6.1, preceding.

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**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
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5.6 Customer Advantage Plans (Cont'd)

5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

5.6.6.2 (Cont'd)

- Contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 5.6.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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Las Vegas, NV 89121
Issued: November 14, 2000

ORIGINAL

Arizona Tariff No. 2
First Revised Page 34.15
Cancels Original Page 34.15

Effective: December 14, 2000

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SERVICE OFFERINGS (Cont'd) (T)

5.6 Customer Advantage Plans (Cont'd)

5.6.7 Save/Winback Off-Peak/Non-Business Day Adjustments.

Customers whose rates are adjusted pursuant to 4.16.1 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to 4.16.1.

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

Effective: October 1, 2002

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SERVICE OFFERINGS (Cont'd)

5.7 Freedom Plan Plus (FPP)

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Customers who qualify as either a "winback" or "save" under Telecompetitive Service Offerings ("TSO's"), and who Company determines that but for the availability of an alternative rate plan structure, Company would not be able to retain ("save"), or will not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be offered Freedom Plan Plus.

Freedom Plan Plus customers' accounts are subject to eighteen (18) second Minimum Call Units (MCU's), with Incremental Call Units (ICU's) of six (6) seconds, and rounding to the next full six (6) second increment thereafter. However, Customers under Freedom Plan Plus receive a waiver of Equivalent Call Units (ECU's). That is, Customers under Freedom Plan Plus are charged, on a per-call basis, for the duration of a call only.

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.189 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than \$0.189 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.189 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

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NOS Communications, Inc.
d/b/a International Plus
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Las Vegas, NV 89121
Issued: September 30, 2002

ORIGINAL

Arizona Tariff No. 2
Fourth Revised Page 36
Cancels Third Revised Page 36

Effective: October 1, 2002

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APPROVED FOR FILING

NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: September 30, 2002

ORIGINAL

Arizona Tariff No. 2
Seventh Revised Page 37
Cancels Sixth Revised Page 37

Effective: October 1, 2002

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APPROVED FOR FILING

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NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: September 30, 2002

ORIGINAL

Arizona Tariff No. 2
Eighth Revised Page 37.1
Cancels Seventh Revised Page 37.1

Effective: October 1, 2002

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d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: September 30, 2002

ORIGINAL

Arizona Tariff No. 2
First Revised Page 37.2
Cancels Original Page 37.2

Effective: October 1, 2002

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ADMINISTRATIVELY
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Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: September 30, 2002

ORIGINAL

Arizona Tariff No. 2
Third Revised Page 38
Cancels Second Revised Page 38
Effective: October 1, 2002

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5.7 Reserved for Future Use

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NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: September 30, 2002

ORIGINAL

Arizona Tariff No. 2
Second Revised Page 39
Cancels First Revised Page 39

Effective: October 1, 2002

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NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: September 30, 2002

ORIGINAL

Arizona Tariff No. 2
Third Revised Page 40
Cancels Second Revised Page 40

Effective: October 1, 2002

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APPROVED FOR FILING

NOS Communications, Inc.
d/b/a International Plus
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Las Vegas, NV 89121
Issued: September 30, 2002

ORIGINAL

Arizona Tariff No. 2
Second Revised Page 41
Cancels First Revised Page 41
Effective: October 1, 2002

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5.7 Reserved for Future Use

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Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: September 30, 2002

ORIGINAL

Arizona Tariff No. 2
Third Revised Page 42
Cancels Second Revised Page 42

Effective: October 1, 2002

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Effective: December 14, 2000

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**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)**

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5.8 Non-Voice Communications

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For any Customer who qualifies as a "save" or "winback" Customer, Company shall waive non-transport/non-usage charges (equivalent call units) for lines used for non-voice communications, i.e., facsimile and/or modem lines.

5.9 Save/Winback Off-Peak/Non-Business Day Adjustments.

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Customers whose rates are adjusted pursuant to 5.7.2.9 preceding and who then qualify as a "save" (T)
or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable
adjustment made pursuant to 5.7.2.9. (T)

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d/b/a International Plus
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Issued: November 14, 2000

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Effective: December 14, 2000

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NOS Communications, Inc.
d/b/a International Plus
Tariff Office, 4380 Boulder Highway
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Issued: April 26, 1998

ORIGINAL

Arizona Tariff No. 2
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Effective: October 24, 1999

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d/b/a International Plus
Tariff Office, 4380 Boulder Highway
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issued: April 26, 1998

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Effective: October 24, 1999

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SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN

Subject to section 2, (except as specifically superseded by the provisions of section 9.2.3, following), all services offered pursuant to this section 9 are tailored to different classes of customers whose specific service profiles are defined by likened characteristics as set forth herein. 011 Communications Service is offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.

9.1 011 Communications Service. Subject to the terms and conditions set forth in this Section, 011 Communications Service is available to business and residential customers based on available network facilities. 011 Communications Service is available only as a component part of Company's 011 Communications Services of its International Tariff F.C.C. No. 3 and its Interstate Tariff F.C.C. No. 4 services.

9.1.1 General Terms. 011 Communications Service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

9.1.2 Rate Description. Rates are distance and time-of-day insensitive. Minimum call duration is billed in 60 seconds during both Peak/Business Day and Off-Peak/Non-Business Day hours, with each full or fractional increment of call duration billed in full minutes (60 seconds), that is, each non-full minute increment is rounded to the next full minute. A monthly service fee applies and miscellaneous charges apply as indicated in Section 9.3.

9.1.3 Rounding. 011 Communications follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a sixty-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 60-second increment. 011 Communications services are billed as follows - initial call duration is measured in a minimum of 60 seconds, that is, durations of less than 60 seconds are rounded to a full 60 seconds, and for incremental usage, call duration is measured by call duration segments of not less than 60 seconds with the final call segment just prior to effective disconnection rounded to the next full 60 seconds of call duration.

****Certain material formerly appearing on this page now appears on Fourth Revised Page 45.1****

ADMINISTRATIVELY
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Effective: January 29, 2003

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SECTION 9 - 011 COMMUNICATIONS SERVICES-DESCRIPTION (Cont'd)

9.1 011 Communications Service (Cont'd)

9.1.4 **Usage Sensitive Charges.** 011 Communications Service calls are rated pursuant to the per minute of usage charges following: (M)

9.1.4.1 For 1+ (including facsimile) and toll free access calls, the rates are:

Rate Category	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction	Maximum Per Minute Rate	
Standard	\$0.359	\$0.359	\$0.40	(M)
Preferred*	\$0.259	\$0.259	\$0.35	(M/T)
Winback**	\$0.259	\$0.259	\$0.35	(N)
Evergreen***	\$0.199	\$0.199	\$0.30	(M/T)

* Requires a monthly minimum of \$10.00 for intrastate services. (M/T)

** Customer must be a "save" or "winback" customer. (N)

*** Requires a monthly minimum of \$20.00 for intrastate services. (M/T)

9.1.4.2 For calling card calls, the rates are:

	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction	Maximum Per Minute Rate	
Standard/Preferred/Winback	\$0.232	\$0.232	\$0.30	(T)
Evergreen	\$0.249	\$0.249	\$0.35	(M/T)

9.1.4.3 Reserved for Future Use (T)

9.2 Limitations and Disclaimers.

9.2.1 **No Promotional Tie-ins.** Except for the credits and/or other special offers provided pursuant to Section 9.4 following, 011 Communications Service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.

9.2.2 **Discontinuance.** 011 Communications Service or any term or condition affecting the availability and/or rates for 011 Communications Service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user or third party.

****Certain material appearing on this page formerly appeared on Second Revised Page 45****

****Certain material moved on this page appears on this same page under a different section number****

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SECTION 9 - 011 COMMUNICATIONS SERVICES-DESCRIPTION (Cont'd)

91.4 Customer Loyalty Plans (Cont'd)

9.4.12 Credit Series for 5th, 11th, 17th, and 23rd Invoices.

- 9.4.12.1 Description.** New Customers who meet the eligibility requirements set forth below will receive a series of credits that must be accumulated consecutively through their 5th, 11th, 17th, and 23rd invoices. Each credit when earned will be issued in the invoice immediately following the last invoice in the applicable credit series, namely in the 6th, 12th, 18th, and 24th invoices. (T)
- 9.4.12.2 Credit.** Exclusive of calling card charges, fees, taxes, surcharges, assessments, and similar charges, a series of credits equal to the average of the number of previous months' service charges in the applicable qualifying service period shall be issued, first, for the consecutive 5-month period preceding Customer's 6th invoice; second, for the consecutive 11-month period preceding Customer's 12th invoice; third, for the consecutive 17-month period preceding Customer's 18th invoice; and fourth, for the consecutive 23-month period preceding Customer's 24th invoice. Subject to 9.4.12.3 following, credits are calculated based on the total of all qualifying service charges incurred for the first period of service through and including the last service month in the applicable credit series. (C)
- 9.4.12.3 Eligibility.** To be eligible for credits, each Customer must: have completed the months of service needed to qualify for the applicable credit in the series of service periods, e.g., 5 months for the first credit issued in the 6th invoice; 11 months for the second credit issued in the 12th invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in 9.3.8 preceding; no 60-day or longer outstanding unpaid balance equal to or greater than \$5.00 during that period of service to which the credit applies; have received first 5, 11, 17, and then 23 additional consecutive and uninterrupted invoices during the preceding twenty-three-month period; have selected and agreed to the terms of this credit prior to the first day in the period of service covered by Customer's fifth invoice; and pay all charges rendered in Customer's sixth and related twelfth, eighteenth, and twentieth invoices in excess of the amount of the applicable credit as calculated under 9.4.12.2, preceding. (C)

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SECTION 9 - 011 COMMUNICATIONS SERVICES-DESCRIPTION (Cont'd)

9.4 Customer Loyalty Plans (Cont'd)

9.4.12 Credit Series for 5th, 11th, 17th, and 23rd Invoices (Cont'd)

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9.4.12.3 Eligibility (Cont'd.) To confirm eligibility and to activate the credit series offer, Customer must initiate contact with Company's Customer Care on any day in the final month of service covered by Customer's qualifying series of invoices, but no later than the next to last day in the final month for the applicable series. A Customer who meets and continues to meet all other Eligibility requirements except that it does not initiate contact with Customer Care to activate the promotion until a date subsequent to the last day in the **final** month of service covered by Customer's qualifying series of invoices, will still be entitled to receive the credits for any subsequent series of invoices (e.g., the 12th, 18th, and 24th invoices) provided that at least one Customer initiated contact with Customer Care has been made. Customer will not retroactively receive a credit for any invoices in the applicable series of invoices generated by Company prior to the initial Customer initiated contact.

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Example: A Customer who meets all other eligibility requirements, except that it does not initiate the required contact with Customer Care prior to the last day in the **final** month of service covered by Customer's qualifying series of invoices, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 9.4.12.2, preceding, for the 11th, 17th, and 23rd invoices; but will not retroactively receive the 5th invoice credit to which it would otherwise have been entitled.

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9.4.12.4 Limitations and Disclaimers. This offer may not be combined with any other offer except as expressly authorized herein. Customers choosing this Credit Series remain eligible for the Referral Credit under section 10.2.7.13 of Company's Tariff F.C.C. No. 4.

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES

All services offered pursuant to this Section 10 are tailored to differ classes of customers whose specific service profiles are defined by likened characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated in each section, following - the "Signature" services. Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.

10.1 International Plus Service

International Plus is a service mark representing a division of the Company. Subject to the terms and conditions set forth in Section 10.1, International Plus is available only in combination with its counterpart International Plus International Service offering in Company's Tariff F.C. C. No. 3 and International Plus Interstate Service offering in Company's Tariff F.C. C. No. 4.

10.1.1 General Terms - International Plus service includes outbound 1+, facsimile, toll free access and calling card services and is available seven day a week, 24 hours a day.

10.1.2 Rate Description - Rates are distance and time insensitive. Minimum call duration is billed in 2.5 minutes (150 seconds) with each full or fraction increment of call duration billed in full minutes (60 seconds), that is, each non-full minute increment is rounded to the next full minute.

10.1.3 Rounding. 011 Communications follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a sixty-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 60-second increment. 011 Communications services are billed as follows - initial call duration is measured in a minimum of 60 seconds, that is, durations of less than 60 seconds are rounded to a full 60 seconds, and for incremental usage, call duration is measured by call duration segments of not less than 60 seconds with the final call segment just prior to effective disconnection rounded to the next full 60 seconds of call duration.

****Certain material formerly appearing on this page now appears on First Revised Page 46.1****

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Intrastate Competitive Telecommunications Service Tariff

SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES

10.1.4 Usage Sensitive Charges. International Plus Service calls are rated pursuant to the per minute of usage charges following: (M/T)

10.1.4.1 For 1+ (including facsimile) and toll free access calls, the rates are:

<u>Rate Category</u>	<u>First 60 Seconds or Fraction</u>	<u>Each Add'l 60 Seconds or Fraction</u>	<u>Maximum Per Minute Rate</u>	(M/T)
Standard	\$0.359	\$0.359	\$0.40	(N)
Preferred*	\$0.259	\$0.259	\$0.35	(M/T)
Winback**	\$0.259	\$0.259	\$0.35	(N)
Evergreen***	\$0.199	\$0.199	\$0.30	(M/T)

* Requires a monthly minimum of \$10.00 for intrastate services. (N)

** Customer must be a "save" or "winback" customer. (N)

*** Requires a monthly minimum of \$20.00 for intrastate services. (M/T)

10.1.4.2 For calling card calls, the rates are: (M/T)

	<u>First 60 Seconds or Fraction</u>	<u>Each Add'l 60 Seconds or Fraction</u>	<u>Maximum Per Minute Rate</u>	(M/T)
Standard/Preferred/Winback	\$0.232	\$0.232	\$0.30	(M/T)
Evergreen	\$0.249	\$0.249	\$0.35	(T)

10.1.4.3 Reserved for Future Use (T)

****Certain material appearing on this page formerly appeared on First Revised Page 46****

****Certain material moved on this page appears on this same page under a different section number****

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Effective: October 24, 1999

Intrastate **Competitive** Telecommunications Service Tariff

SECTION 10 ■ "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.1 International Plus Service (Cont'd)

10.1.4 Limitations and Disclaimers

10.1.4.1 No Promotional Tie-ins ■ International Plus service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.

10.1.4.2 Discontinuance ■ International Plus service, and/or any term or condition affecting the availability and/or rates for International Plus service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user, or third party.

(M)

(M)

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.2 011 Communications Service

0 11 Communications is a service mark representing a division of the Company. Subject to the terms and conditions set forth in this Section 10.2, 011 Communications Service is available only in combination with its counterpart 0 11 Communications International Service offering in Company's Tariff F.C.C. No. 3 and International Plus Interstate Service offerings in Company's Tariff F.C.C. No. 4.

10.2.1 General Terms - 011 Communications service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

10.2.2 Rate Description - Rates are distance and time of day insensitive. Minimum call duration is billed in 2.5 minutes (150 seconds) with each full or fractional increment of call duration billed in full minutes (60 seconds), that is, each non-full minute increment is rounded to the next full minute.

10.2.3 Usage Sensitive Charges - 011 Communications service calls are rated pursuant to the per minute of usage charges following.

10.2.3.1 For 1+ (including facsimile) and toll free access calls, the rates are:

<u>First 2.5 Minutes</u>	<u>Each Add'l Min. or Fraction</u>	<u>Maximum Per Minute Charge</u>
\$0. 6475	\$0. 259	\$0. 36

10.2.3.2 For calling card calls, the rates are:

	<u>First 2.5 Minutes</u>	<u>Each Add'l Min. or Fraction</u>	<u>Maximum Per Minute Charge</u>
Peak/Business Day	\$0. 63	\$0. 252	\$0. 30
Off-Peak/ Non-Business Day	\$0. 565	\$0. 226	\$0. 27

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

All Material On This Page Is New.

SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.2 011 Communications Service

10.2.4 Limitations and Disclaimers

10.2.4.1 No Promotional Tie-ins - 011 Communications service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.

10.2.4.2 Discontinuance - 011 Communications service, and/or any term or condition affecting the availability and/or rates for 0 11 Communications service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user, or third party.

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Effective: October 24, 1999

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.3 Miscellaneous Charges

(M)

10.3.1 Directory Assistance

A Standard Directory Assistance charge applies to all calls. Up to two requests for listings within the area code dialed may be made on each call to Directory Assistance. The Directory Assistance charge applies whether or not the requested telephone number is provided. Directory Assistance is available to customers for any outbound calling plan when switched access lines are used to originate calls.

Per Call: \$0.95

10.3.2 Remote Access Surcharge

A surcharge applies to all calls originated at payphones using a service access code.

Per Call: \$0.35

(M)

10.3.3 Calling Card Call Set-Up Charge

(N)

A \$0.50 per call charge applies to each call initiated using calling card access.

(N)

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.3 Miscellaneous Charges (Cont'd)

10.3.4 Account Recourse Charges (ARCs)

Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs) including a one-time Account Close Out Charge and a one-time adjustment in service rate(s) for the month immediately preceding service termination, as follows:

Account Close Out Charge	\$20.00
Final Adjusted Invoice Rate (FAIR)	Tariffed rate plus \$0.10 per applicable billing increment.*
Final Adjusted Invoice Rate (FAIR) Calling Card Calls	\$0.232 per applicable billing increment for all services plus an applicable call set up charge of \$0.50 per call.

*Example: If the current rate of a customer to which the provisions of this section apply is \$0.259 per applicable billing increment, the FAIR rate for the final month of service is \$0.359 per billing increment, including the minimum billing increment.

Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. Only one Account Close Out Charge is made for all services, interstate, international, and intrastate. Separate FAIR charges are applied pursuant to Company's applicable international and interstate tariffs.

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Effective: October 24, 1999

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.3 Miscellaneous Charges (Cont'd)

10.3.5 Minimum Account Charges ("MACs")

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, **intraLATA**, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices are less than \$20.00 ("MAC threshold").

Tariffed Rates

1+ and toll free
access services

MAC Adjusted Rates

Tariffed rate plus
\$0.10 per applicable
billing increment. *

Calling Card Service

\$0.232 per applicable
billing increment for all
calls plus a call set up
charge of \$0.50.

*Example: If the current rate of a customer to which the provisions of this section apply is \$0.259 per applicable billing increment, the FAIR rate is \$0.359 per billing increment, including the minimum billing increment. MAC adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MAC threshold. Customers may request suspension of further MAC charges in accordance with section 10.3 5.1 and 10.3.5.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC threshold). MAC adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

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Effective: October 24, 1999

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.3 Miscellaneous Charges (Cont'd)

10.3.5 Minimum Account Charges ("MACs") (Cont'd)

10.3.5.1 Reinstatement Option A

After receiving direct notice from Company's Customer Care or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, **intraLATA** and/or international). If Customer's service charges equal or exceed \$40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

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Effective: October 24, 1999

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.3 Miscellaneous Charges (Cont'd)

10.3.5 Minimum Account Charges ("MACs") (Cont'd)

10.3.5.2 Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services ▪ interstate, intrastate, **intraLATA** and/or international). If Customer's service charges equal or exceed \$20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates and charged a monthly fee of \$4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the \$20.00 service rate threshold and the monthly fee of \$4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly **going-forward** basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

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Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

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SECTION 10 • “SIGNATURE” SERVICES DESCRIPTION AND RATES (Cont’d)

10.3 Miscellaneous Charges (Cont’d)

10.3.6 Mid-Level Account Charges (“MACII”)

A Customer’s tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer’s charges for all services (including interstate, intrastate, ~~intra~~LATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices after Customer’s first two consecutive invoices are at least \$20.00, but not more than \$39.99 per invoice (“MAC11 threshold”). MAC11 adjusted rates also apply to all periods of service for Customers qualifying as a Company “save” or “winback” Customer.

Tariffed Rates

MAC11 Adjusted Rates

1+ and toll free access services Tariffed rate plus \$0.10 per applicable billing increment. *

*Example: As the current rate of a customer to which the provisions of this section apply is \$0.259 per applicable billing increment, the MAC11 adjusted rate is \$0.359 per billing increment, including the minimum billing increment. The MAC11 adjusted rate billing increment is 60 seconds or a full minute. MAC11 adjusted rates appear on Customer’s next immediate invoice following the second consecutive invoice whose charges are below the MACII threshold. Customers may request suspension of further MAC11 charges in accordance with Section 10.3.6.1 or 10.3.6.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC11 threshold).

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Effective: October 24, 1999

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.3 Miscellaneous Charges (Cont'd)

10.3.6 Mid-Level Account Charges ("MAC11") (Cont'd)

10.3.6.1 Reinstatement Option A

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC11 rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, **intraLATA** and/or international). If Customer's service charges equal or exceed \$40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC11 rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to exceed the MAC11 ceiling of \$39.99 in total charges over any two subsequent consecutive invoices, the MAC11 adjusted charges would be reinstated and billed on the next immediately following invoice.

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Effective: October 24, 1999

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All Material On This Page Is New.**SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)****10.3 Miscellaneous Charges (Cont'd)****10.3.6 Mid-Level Account Charges ("MACII") (Cont'd)****10.3.6.2 Reinstatement Option B**

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC11 rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC11 rates and be charged a monthly fee of \$4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the \$20.00 service rate threshold and the monthly fee of \$4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC11 threshold of charges over any two subsequent consecutive invoices, the MAC11 adjusted charges would be reinstated and billed on the next immediately following invoice.

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.4 Customer Loyalty Plans (T)

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain the competitive position of International Plus or 011 Communications by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings featuring the specified rates for each Plan are available for eligible Customers taking outbound and inbound equal access switched services of International Plus or 011 Communications originated from and terminated to locations within this state whenever International Plus or 011 Communications determines that but for the availability of these rates, International Plus or 011 Communications will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). (T,N)

The following terms and conditions must exist for any CLP to be valid.

10.4.1 CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing. (T)

10.4.2 A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed. (T)

10.4.3 An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances. (T)

10.4.4 CLPs are available for all published rates. (T)

10.4.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by International Plus or 011 Communications, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 10.4. (T,N)

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Effective: October 24, 1999

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SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.4 Customer Loyalty Plans (Cont'd) (T)

10.4.6 All of the conditions set forth in sections 10.4.1 through and including this section (T)
10.4.6 must exist in order to qualify for the following Customer Loyalty Plans. (N)
International Plus or 011 Communications shall apply the lowest rate necessary to meet (N)
the competitive offering being made to or having been provided to Customer by a
carrier competing with International Plus or 0 11 Communications. Additional terms (N)
and/or conditions, such as term or volume commitments may apply. In the event
additional terms or conditions are required, such terms and conditions shall be tariffed (N)
by International Plus and/or 0 11 Communications prior to institution of the first billing
for services under the applicable Customer Loyalty Plans.

10.4.7 Customer Loyalty Plans I and II (T)

10.4.7.1 Customer Loyalty Plan I. International Plus or 011 Communications (T,N)
Customers who qualify as either a "save" or a "winback" and who meet the
eligibility requirements set forth in 10.4.7.1 .B will receive a credit on their (T)
13th invoice as provided following.

A. For each twelve invoices of consecutive uninterrupted service, a credit
shall be calculated equal to the average of the Customer's monthly
charges (excluding fees, taxes, surcharges, assessments, and similar
charges) for the preceding consecutive twelve-month period.

B. **Eligibility.** To be eligible for the 13th invoice free bonus, each
Customer must:

1. have initiated service under International Plus or 011 (N)
Communications;
2. have no record of nonpayment in any of the preceding
consecutive twelve-month period of service;
3. have received twelve consecutive and uninterrupted invoices
over the preceding twelve-month period;
4. have selected the 13th invoice free bonus incentive prior to
the first day in the period of service covered by Customer's
thirteenth invoice; and
5. pay all charges rendered in Customer's thirteenth invoice in
excess of the amount of the applicable credit as calculated (T)
under 10.4.7.1 .A, preceding.

Effective: October 24, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 10 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

10.4 Customer Loyalty Plans (Cont'd)

(T)

10.4.7 Customer Loyalty Plans I and II (Cont'd)

(T)

10.4.7.2 Customer Loyalty Plan II. International Plus or 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 10.4.7.2.B will receive a credit on their 9th invoice as provided following.

(T,N)

(T)

A. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive eight-month period.

B. **Eligibility.** To be eligible for the 9th invoice free bonus, each Customer must:

1. have initiated service under International Plus or 011 Communications;
2. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
3. have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
4. have selected the 9th invoice **free** bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
5. pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 10.4.7.2.A, preceding.

(N)

(T)

10.4.8 Customer Loyalty Plans

(N)

10.4.8 **Billing Option.** Where Company determines that in order to save or **winback** a Customer otherwise qualifying for Company's International Plus or 0 11 Communications service and its associated Customer Loyalty Plans, Company may base its rates on a minimum call duration of 1 minute instead of the standard minimum call duration set forth in Section 10.1.2 or 10.2.2 preceding. Additional terms and/or conditions, such as term and/or volume commitments may apply. In such event, such terms and/or conditions shall be tarified by Company prior to institution of the first billing for services under the non-standard billing increments as provider herein.

(N)

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Effective: January 23, 2003

Intrastate Competitive Telecommunications Service Tariff

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES
(Cont'd)**

11.3.1 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- A. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- B. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.1 iVANTAGE NETWORK SOLUTIONS Service

13.1.1 iVANTAGE NETWORK SOLUTIONS service offers Company's intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff for iVANTAGE NETWORK SOLUTIONS service is eligible for iVANTAGE NETWORK SOLUTIONS service. iVANTAGE NETWORK SOLUTIONS service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling.

For informational purposes, the terms and conditions of Company's Internet services most significantly related to Company's tariffed interexchange telecommunications services, namely, Company's Web page design, Web page hosting and domain name registration services (collectively, Company's "Internet services") are set forth following.

- A. Internet services are available to customers of Company's interexchange telecommunications services as tariffed herein and to other end users.
- B. A non-recurring set up charge applies which may be waived pursuant to promotional offers provided by the Company, which if such promotions involve tariffed services will be tariffed herein prior to their effectiveness.

Internet Service Set-Up Charge	\$499.00
--------------------------------	----------

- C. A recurring charge for Internet Web page hosting services applies as follows.

Standard Hosting Charge	\$69.95/month
-------------------------	---------------

Discounted Hosting Charge	\$39.95/month*
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*Customer required to take Company's tariffed interexchange telecommunications services.

- D. Subject to E following, no charge is made for customers of Company's Internet services for registering a customer's domain name.

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SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd) (T)

13.1 iVANTAGE NETWORK SOLUTIONS Service (Cont'd) (T)

13.1.1 (Cont'd)

E. Termination charges apply to any combined tariffed and Internet Services customer canceling its tariffed telecommunications services during the first 12 months following its service commencement date.

Termination Charges

Web Site Set Up	\$249.00
Domain Name Registration	\$ 70.00

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SECTION 13

iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)

(T)

13.1 iVANTAGE NETWORK SOLUTIONS Service (Cont'd)

(T)

13.1.2 All iVANTAGE NETWORK SOLUTIONS service offerings (1+, toll free access and calling card) are billed in standard call duration increments featuring a Minimum Call Unit of 18 seconds and Incremental Call Units of 6 seconds which are rounded to the next highest full billing increment of 18 or 6 seconds as applicable.

(T)

13.1.3 To be eligible for iVANTAGE NETWORK SOLUTIONS service, a customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding customer's service commencement date with Company, and must have originated and terminated usage within this state within the 30-day period preceding customer's service commencement date with Company.

(T)

13.1.4 iVANTAGE NETWORK SOLUTIONS Service Terms and Conditions

(T)

Each term and condition of this Section 13 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's usage rate guarantee as set forth herein.

13.1.5 iVANTAGE NETWORK SOLUTIONS Service Rate Guarantee

(T)

For a Customer who maintains eligibility for and receives service under the iVANTAGE NETWORK SOLUTIONS service, the rates are guaranteed for the same number of invoices, i.e., 12 invoices, as the number of invoices guaranteed under Company's iVANTAGE NETWORK SOLUTIONS Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee.

(T)

(T)

Effective: January 27, 2003

Intrastate Competitive Telecommunications Service Tariff

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SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)

13.1 iVANTAGE NETWORK SOLUTIONS Service (Cont'd)

13.1.6 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- A. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- B. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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13.2 iVANTAGE NETWORK SOLUTIONS Service Rates

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Subject to Section 13.2.16, the following iVANTAGE NETWORK SOLUTIONS rate plans for interLATA and intraLATA 1+ and toll free access services are offered.

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13.2.1 Classic Q Rate Plan

The following rate is available to all Customers whose minimum monthly intrastate usage is under \$40.00 at the following rates:

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
\$0.0507	\$0.0169	\$0.030

13.2.2 Classic 2 Rate Plan

Classic 2 rates are provided to Customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0447	\$0.0149	\$0.030
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	\$0.030

13.2.3 Classic 1 Rate Plan

Classic 1 rates are provided to Customers whose minimum monthly intrastate usage is over \$50.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0417	\$0.0139	\$0.030
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	\$0.030

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13.2 iVANTAGE NETWORK SOLUTIONS Service Rates (Cont'd)

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13.2.4 Classic U/Universal Rate Plan

Classic U/Universal rates are provided to Customers whose minimum monthly intrastate usage is over \$60.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0. 0387	\$0. 0129	\$0. 030
Off-Peak/Non-Business Day	\$0. 0447	\$0. 0149	\$0. 030

13.2.5 Prime 2 Rate Plan

Prime 2 rates are provided to Customers whose minimum monthly intrastate usage is over \$70.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0. 0357	\$0. 0119	\$0. 030
Off-Peak/Non-Business Day	\$0. 0447	\$0. 0149	\$0. 030

13.2.6 Prime 1 Rate Plan

Prime 1 rates are provided to Customers whose minimum monthly intrastate usage is over \$80.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0. 0327	\$0. 0109	\$0. 030
Off-Peak/Non-Business Day	\$0. 0447	\$0. 0149	\$0. 030

13.2.7 Super U Rate Plan

Super U rates are provided to Customers whose minimum montly intrastate usage is over \$90.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0. 0297	\$0. 0099	\$0. 030
Off-Peak/Non-Business Day	\$0. 0447	\$0. 0149	\$0. 030

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13.2 iVANTAGE NETWORK SOLUTIONS Service Rates (Cont'd)

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13.2.8 Super 2 Rate Plan

Super 2 rates are provided to Customers whose minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0267	\$0.0089	\$0.030
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	\$0.030

13.2.9 to 13.2.15 RESERVED FOR FUTURE USE

13.2.16 Rates for Calls Terminated to a Mobile Phone or Pager

All calls terminated to a mobile phone or pager shall be charged the following rates:

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
\$0.0597	\$0.0199	\$0.030

13.2.17 INETBA E- Service Rates for Calling Cards

Rates for calling card calls are time of day sensitive.

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0696	\$0.0232	\$0.030
Off-Peak/Non Business Day	\$0.0624	\$0.0208	\$0.027

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13.3 iVANTAGE NETWORK SOLUTIONS Service - Graduated Rate Categories

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Carrier offers services under this Section based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Super 2 Rate Plan contains Carrier's lowest offered rates and Rate Category VIII for the Classic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Classic Q	VIII
Classic 2	VII
Classic 1	VI
Classic U/Universal	V
Prime 2	IV
Prime 1	III
Super U	II
Super 2	I

- 13.3.1 Any customer in service on or after May 8, 2000, whose service is not part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three service periods prior to May 8, 2000 shall have its rates adjusted to the next higher applicable Rate Category.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs")

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13.4.1 General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 13.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 13.4.2 through and including 13.4.7 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.2 Customer Advantage Plan I

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a “save” or a “winback” and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

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13.4.2.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer’s monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive 12-month period.

13.4.2.2 Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive 12-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding 12-month period;
- have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer’s 12th invoice; and
- pay all charges rendered in Customer’s 12th invoice in excess of the amount of the applicable credit as calculated under 13.4.2.1 preceding.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.3 Customer Advantage Plan II

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a “save” or a “winback” and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

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13.4.3.1 For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer’s monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive eight-month period.

13.4.3.2 Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer’s eighth invoice; and
- pay all charges rendered in Customer’s eighth invoice in excess of the amount of the applicable credit as calculated under 13.4.3.1 preceding.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.4 Customer Advantage Plan III

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 13th invoices as provided following.

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13.4.4.1 For each eight and immediately succeeding four additional invoices of consecutive uninterrupted service (total of 12 consecutive invoices), a credit shall be calculated equal to the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges), first, for the consecutive eight month period preceding Customer's 9th invoice and second, for the consecutive twelve-month period preceding Customer's 13th invoice.

13.4.4.2 Eligibility. To be eligible for the 9th and 13th invoice free bonuses, each Customer must:

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 12 months) of service;
- have received first eight, then four additional consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 9th and 13th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth and related twelfth invoice in excess of the amount of the applicable credits as calculated under 13.4.4.1, preceding.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.5 Customer Advantage Plan IV

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 18th invoices as provided following.

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13.4.5.1 For each eight and immediately succeeding nine additional invoices of consecutive uninterrupted service (total of 17 consecutive invoices), a credit shall be calculated equal to the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges), first, for the consecutive eight month period preceding Customer's 9th invoice and second, for the consecutive seventeen-month period preceding Customer's 18th invoice.

13.4.5.2 Eligibility. To be eligible for the 9th and 18th invoice free bonuses, each Customer must:

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 17 months) of service;
- have received first eight, then nine additional consecutive and uninterrupted invoices over the preceding seventeen-month period;
- have selected the 9th and 18th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth and related seventeenth invoice in excess of the amount of the applicable credits as calculated under 13.4.5.1, preceding.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.6 Customer Advantage Plan V

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a “save” or a “winback” and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

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13.4.6.1 For each live and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the average of the Customer’s monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges), first, for the consecutive five month period preceding Customer’s 6th invoice and second, for the consecutive eleven-month period preceding Customer’s 12th invoice.

13.4.6.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer’s eleventh invoice; and
- pay all charges rendered in Customer’s fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 13.4.6.1, preceding.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.7 Customer Advantage P&an VI

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

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13.4.7.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges), first, for the consecutive five month period preceding Customer's 6th invoice, second, for the consecutive nine-month period preceding Customer's 10th invoice, and third, for the consecutive thirteen month period preceding Customer's 14th invoice.

13.4.7.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9 and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 13.4.7.1, preceding.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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**13.4.8 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plan VII
- Advantage Card Service (ACS)**

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Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 13.4.8.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

13.4.8.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

13.4.8.2 Limitations and Disclaimers

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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**13.4.8 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plan VII
- Advantage Card Service (ACS) (Cont'd)**

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13.4.8.2 Limitations and Disclaimers (Cont'd)

E. Subject to and in accordance with the eligibility requirements of 13.4.8.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 13.4.8.1 preceding.

F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

13.4.8.3 Reinstatement

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstaie its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

13.4.8.4 Rates

The rates in Section 13.2.17 preceding apply to the iVANTAGE NETWORK SOLUTIONS ACS service.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.9 Customer Advantage Plan VIII - Free Minutes

Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

13.4.10 Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP")

Company offers each existing Customer a single credit for each validated new customer referred to the Company by the existing Customer. The credit is applied to the existing Customer's charges incurred for services rendered under this tariff.

- 13.4.10.1** Eligibility. To qualify for this credit, an existing customer must supply Carrier with a new customer's proprietary network information ("CPNI") and either an (1) order for service sufficient to qualify as a valid written Letter of Agency ("LOA"); or (2) the name of the new customer's authorized representative to be contacted by Company's sales and marketing personnel within 90 days of Company's receipt of the designation of the authorized representative by the existing Customer. A new customer or its designated authorized representative must request service commencement within 30 days of the date of the written LOA or 30 days of the date Company's sales and marketing personnel contact with the new customer or its authorized representative.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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**13.4.10 Customer Advantage Plan IX - Customer Referral Credit Program
("CRCP") (Cont'd)**

13.4.10.2 Conditions. The CRCP shall vest only after the new customer referred by the existing Customer completes four consecutive months of service following the new customer's service commencement date without any late payment or other delinquency. Subject to Company's validation of the referred customer's compliance with the requirements of this Section 13.4.10, the CRCP shall appear on the existing Customer's 4th invoice following the service commencement date for the new customer.

13.4.10.3 Credit. Subject to Sections 13.4.10.1 and 13.4.10.2, preceding, the referring existing Customer shall receive a credit equal to ten percent (10%) of the new referred customer's service charges appearing on the final invoice rendered by the new referred customer's previous primary interexchange carrier, once validated by Company, and exclusive of any of the previous carrier's monthly fees, taxes, surcharges, assessments, or other such charges. The CRCP may not exceed \$500.00 per new referred customer.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.11 Customer Advantage Han X - "Thanks for Taking the Time" Promotion - 1

On and after March 27, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

13.4.11.1 Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

13.4.11.2 Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value</u>	<u>Incremental Call Unit Value</u>	<u>Maximum Rate</u>
<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>
\$0.232	\$0.232	\$0.35

13.4.11.3 Availability. Company's TTT-1 service promotion is available on and after March 27, 2000 until September 27, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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**13.4.11 Customer Advantage Plan X - "Thanks for Taking the Time" Promotion - 1
(Cont'd)**

13.4.11.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.12 Customer Advantage Plan XI - "Thanks for Taking the Time" Promotion - 2 ("TTT-2")

On and after March 27, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-2") service promotion.

13.4.12.1 Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

13.4.12.2 Rates. The rates for calls using the Company's TTT-2 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value</u>	<u>Incremental Call Unit Value</u>	<u>Maximum Rate</u>
<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>
\$0.232	\$0.232	\$0.35

13.4.12.3 Availability. Company's TTT-2 service promotion is available on and after March 27, 2000 until September 27, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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**13.4.12 Customer Advantage Plan XI - "Thanks for Taking the Time" Promotion - 2
("TTT-2") (Cont'd)**

13.4.12.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-2 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-2 Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT-2 Card expires one (1) year from date of activation.

13.4.12.5 Second Card Availability. During the term of this promotional offering, a second TTT-2 Card in the same denomination listed in section 13.4.12.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 13.1 preceding.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.13 Customer Advantage Plan XII - S&W Prepaid Plan

On and after May 8, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card equal to a maximum of \$250 in calling card usage. The actual denomination of the S&W debit card is based on the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5 not to exceed the maximum of \$250/card. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination
\$50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	Maximum	250.00
250.00	Maximum	250.00

* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

13.4.13.1 Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.232	\$0.232

13.4.13.2 Availability. Company's S&W Card service promotion is available on and after May 8, 2000 until November 8, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd) (T)

13.4.13 Customer Advantage Plan XII - S&W Prepaid Plan (Cont'd)

13.4.13.3 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).

13.4.13.4 Second S&W Card Availability. A second S&W Card in the qualifying denomination of the Customer as listed in Section 13.4.13.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 13.1 preceding.

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13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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13.4.14 - 13.4.24 Reserved For Future Use.

13.4.25 Loyalty Awards. Customers who qualify as either a “winback” or a “save” qualify to receive additional Loyalty Awards.

13.4.25.1 “Welcome Back Invoice” Award. Each Customer who qualifies as either a “winback” or “save” shall receive its first invoice free, a “Welcome Back Invoice,” that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.

13.4.25.2 iVANTAGE NETWORK SOLUTIONS Service Rate Guarantee. For a Customer who maintains eligibility for and receives service under iVANTAGE NETWORK SOLUTIONS service, the rates are guaranteed for the same number of invoices, i.e., 12 invoices, as the number of invoices guaranteed under Company’s iVANTAGE NETWORK SOLUTIONS Service for interstate calls as provided in Company’s Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee.

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13.5 Miscellaneous Charges

13.5.1 Directory Assistance Charge \$0.95/per call

13.5.2 Toll Free Access Service (TFAS) Miscellaneous Charges

13.5.2.1 Account Charge

Each Toll Free Access Service Customer shall pay the monthly account charge, following:

Account Charge. \$15 .00 Per Account, Per Month

13.5.2.2 Directory Listing Charge

Each Toll Free Access Service Customer having its toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge, following:

Directory Listing Charge: \$15.00 Per Number, Per Month

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13.5 Miscellaneous Charges (Cont'd)

13.5.3 Remote Access Surcharge

A surcharge applies to all calls originated at payphones using a service access code.

<u>Per Call</u>	\$0.35
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13.5.4 Waiver of Charges

A Miscellaneous charge or charges will be waived upon request whenever application of such charge or charges increases a customer's total charges for service above the charges such customer has been offered or has available for the same service from a competing carrier. Company may require documentation or other credible evidence useful in verifying the competitive offering and are subject to the net revenue test as defined by the FCC. Nothing herein shall be construed to require Company to waive any charge if in Company's sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.

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